



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Siddoo Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, OPC, MNR, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / and recovery of the filing fee. The landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served by way of registered mail. Evidence provided by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "unclaimed by recipient." Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, and in consideration of the statutory provisions set out in section 89 and 90 of the Act (**Special rules for certain documents** and **When documents are considered to have been received**), I find that the tenant has been duly served. The tenant's failure to claim the hearing package from the Post Office does not nullify the aforementioned statutory provisions.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began September 01, 2013. Monthly rent is due and payable in advance on the first day of each month. Effective February 01, 2015, rent was increased by \$15.00 from \$820.00 to \$835.00. A security deposit of \$200.00 was collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated March 27, 2015. The notice was

served by way of the unit mailbox on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is April 30, 2015. The reason identified on the notice in support of its issuance is as follows:

Tenant has assigned or sublet the rental unit without landlord's written consent

Pursuant to section 46 of the Act which addresses **Landlord's notice: non-payment of rent**, the landlord issued a 10 day notice to end tenancy dated April 02, 2015. On that same date the notice was personally served on an adult who apparently resides with the tenant. Subsequently, the tenant made no further payment toward rent and it appears that she may still have possession of the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 1 month notice to end tenancy for cause dated March 27, 2015. The tenant did not file an application to dispute the notice within the 10 day period available for doing so after receiving the notice. The tenant is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord has established entitlement to an **order of possession** on the basis of this notice.

I further find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated April 02, 2015. The tenant did not pay the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord has also established entitlement to an **order of possession** on the basis of this notice.

As to compensation, I find that the landlord has established a claim of **\$1,720.00**:

\$835.00: *unpaid rent for April*

\$835.00: *unpaid rent for May*

\$50.00: *filing fee*

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Following from the above, I order the landlord to retain the security deposit of **\$200.00**, I grant the landlord a **monetary order** for the balance owed of **\$1,520.00** (\$1,720.00 - \$200.00).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,520.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 01, 2015

Residential Tenancy Branch

